

**MONROE COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY**

Meeting Date: August 18, 2004

Division: Public Safety

Bulk Item: Yes X No    

Department: Medical Examiner

**AGENDA ITEM WORDING:** Approval of Agreement with Beyer Funeral Home to lease premises for use as Medical Examiner facilities for a one year period, effective October 1, 2004, at a cost of \$215.00 per month, total of \$2,580.00 per year

**ITEM BACKGROUND:** The Medical Examiner uses the Beyer Funeral Home to perform autopsies and post mortem examinations for most cases that originate in the Upper Keys area.

The attached agreement provides for Beyer Funeral Home to be compensated at a rate of \$215.00 per month, total of \$2,580.00 per year.

**PREVIOUS RELEVANT BOCC ACTION:** At their meeting on July 15, 2003, the Board approved a Renewal Agreement for Lease of Medical Examiner Facilities between Monroe County and Beyer Funeral Home for an additional one year period, effective October 1, 2003, at \$215.00 per month, total of \$2,580.00 per year.

**CONTRACT/AGREEMENT CHANGES:** This is a new agreement; only the term of the lease has changed, as the current lease expires September 30, 2004.

**STAFF RECOMMENDATION:** Approval

**TOTAL COST:** \$2,580.00 per year

**BUDGETED:** Yes X No    

**COST TO COUNTY:** same as above

**SOURCE OF FUNDS:** Medical Examiner's  
Budget - Ad Valorem

**REVENUE PRODUCING:** Yes     No X

**AMOUNT PER MONTH**    

**APPROVED BY:** County Attorney YES OMB/Purchasing YES Risk Management YES

**DIVISION DIRECTOR APPROVAL:**

  
James R. "Reggie" Paros

7/29/2004

**DOCUMENTATION:** Included: X

To Follow:    

Not Required:    

**DISPOSITION:**    

Agenda Item #: C19



## CONTRACT SUMMARY

**Agenda Deadline: August 3, 2004**

## FY 2005

(eg. maintenance, utilities, janitorial, salaries, etc.)

	Date In	Changes Needed	Reviewer	Date Out
Division Director	7/29/00	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	7/29/00
Risk Management	6/14/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	6/14/04
O.M.B./Purchasing	6/14/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	6/16/04
County Attorney	6/21/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	6/25/04
Comments:				



## LEASE AGREEMENT

THIS LEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by BEYER FUNERAL HOME, 101640 Overseas Highway, Key Largo, Florida 33037, hereafter LESSOR, and Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereafter COUNTY.

WHEREAS, LESSOR is the sole owner of the premises described in this lease; and

WHEREAS, the COUNTY desires to lease premises for use as a Medical Examiners facilities; now, therefore

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

Section 1. LESSOR leases to the COUNTY refrigeration and operating facilities at 101640 Overseas Highway, Key Largo, Florida.

Section 2. The COUNTY shall use the premises solely for functions of the Medical Examiner's Office.

Section 3. The term of this lease is for one year, commencing October 1, 2004 and ending September 30, 2005. The County may exercise an option to renew this lease for one additional year under the same terms and conditions by providing to Lessor at least sixty days prior to the expiration of the agreement written notice of the exercise of option.

Either party may terminate this Agreement without cause by giving sixty (60) days written notice to the other indicating its desire to terminate same.

Section 4. The total rental due for the premises for the first year period is \$2,580.00, payable monthly as follows:

a) Beyer's Funeral Home Facility at \$215.00 per month, which includes refrigeration and use of the facilities for autopsies and post mortem examinations.

The LESSOR shall submit monthly invoices to Monroe County Public Safety Division, 9400 Overseas Highway, Suite 200, Marathon, Florida 33050 for processing.



Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

Section 5. The COUNTY shall be responsible for providing all equipment needed to carry out the functions of the Medical Examiner.

Section 6. All utility and normal refuse services shall be supplied by LESSOR, with the exception of biohazardous waste, which is under the jurisdiction of the Office of the Medical Examiner.

Section 7. The COUNTY may not assign, sublease, pledge, mortgage or hypothecate this lease or any interest that the COUNTY has under this lease without the permission of the LESSOR.

Section 8. The COUNTY is liable for and must fully defend, release, discharge, indemnify and hold harmless the LESSOR from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorney's fees and costs - that arise out of or are attributable to the COUNTY'S operations at the premises, excluding those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the LESSOR, pursuant to the terms and conditions of Florida Statutes §768.28.

Section 9. The LESSOR for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be discriminated against by LESSOR in the provision of services or employment or other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, the County shall have the right to terminate this agreement as if said agreement had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.



Section 10. This lease agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this lease agreement must be in a court of competent jurisdiction in Monroe County, Florida.

(Seal)

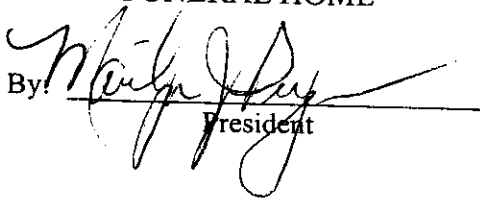
ATTEST: DANNY KOLHAGE, CLERK

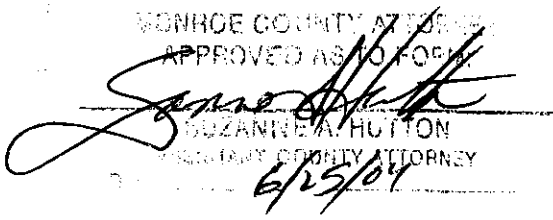
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

BEYER FUNERAL HOME

By:   
President

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
SUZANNE A. HUTTON  
MONROE COUNTY ATTORNEY  
6/25/04



LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

H.W. Beyer Funeral Home warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Marilyn J. Beyer  
(signature)  
Date: July 23, 2004

STATE OF Florida  
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

MARILYN J. Beyer who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 23 day of JULY, 2004.

C. William Langstaff  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

